



## Filing Receipt

**Received - 2022-07-29 08:16:55 AM**  
**Control Number - 51619**  
**ItemNumber - 62**

DOCKET NO. 51619  
SOAH DOCKET NO. 473-22-2652

COMPLAINANT FIRST REQUEST FOR INFORMATION TO  
CONSERVICE

*7/29/22*

**DOCKET NO. 51619**  
**SOAH DOCKET NO. 473-22-2652**

<b>COMPLAINT OF JEFF CONNORS</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>AGAINST THE GALLERY</b>	<b>§</b>	
<b>APARTMENTS, ROSCOE PROPERTY</b>	<b>§</b>	<b>OF TEXAS</b>
<b>MANAGEMENT, AND CONSERVICE</b>	<b>§</b>	

**COMPLAINANT FIRST REQUEST FOR INFORMATION TO CONSERVICE**

Pursuant to 16 Texas Administration Code (TAC) § 22.144, Jeff Connors (Complainant) requests that Conservice by and through its attorneys of record, provide the following information and answer the following question(s) under oath. The question(s) shall be answered in sufficient detail to fully present all of the relevant facts, within the time limit provided by the Presiding Officer or within 20 days, if the Presiding Officer has not provided a time limit. Please copy the question immediately above the answer to each question. These question(s) are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.

Provide responses to the Requests for Information by filing with the Commission solely through the Interchange on the Commission's website and provide notice, by email, to all other parties that the pleading or document has been filed with the Commission, unless otherwise ordered by the presiding officer pursuant to the Order Suspending Rules in Docket No. 50664.

Respectfully Submitted,

/s/Jeff Connors

Jeff Connors

Complainant

**PUC DOCKET NO. 51619**  
**SOAH DOCKET NO. 473-22-2652**

**COMPLAINANT FIRST REQUEST FOR INFORMATION TO CONSERVICE**

**DEFINITIONS**

1. "Conservice" or "you" refers to Conservice and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, pictures, computer media, work papers, calendars, minutes of meetings or other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession. In the event any documents requested by this Request for Information have been transferred beyond the Company's control, describe the circumstances under which the document was destroyed or transferred and provide an exact citation to the subject document. In the event that documents containing the exact information do not exist, but documents do exist which contain portions of the required information or which contain substantially similar information, then the definition of "documents" shall include the documents which do not exist and these documents will be provided.

3. "Relating to" or "relate to" shall mean in whole or in part consisting, defining, evidencing, containing, describing, concerning, discussing, embodying, reflecting, stating, referring to, dealing with, or in any way pertaining to.

4 "Complainant" shall mean Jeff Connors.

5. "Respondent" shall mean Conservice.

6. "You" or "Your" shall mean the named Respondent(s) or the Respondents' agents,

servants, employees, representatives and all other persons acting on behalf of the Respondents.

7. "Premises" or "property" refers to the property located at 3506 Menchaca Road, Austin, Texas 78704, and includes the grounds, all buildings, fixtures, structures and substances.

8. "Over-payment" The difference between the amount you received and the amount you were entitled under the terms of the Lease Agreement.

9. "Designated Period" refers to October 2019 to May 2020.

**DOCKET NO. 51619**  
**SOAH DOCKET NO. 473-22-2652**

**COMPLAINANT'S FIRST REQUEST FOR INFORMATION  
TO CONSERVICE**

**INSTRUCTIONS**

- 1) Pursuant to 16 TAC § 22.144(c)(2), Complainant requests that answers to the requests for information be made under oath.
- 2) Please copy the question immediately above the answer to each question. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.
- 3) These questions are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer.
- 4) Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
- 5) The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
- 6) If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.
- 7) Pursuant to 16 TAC § 22.144(g)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.
- 8) Complainant requests that each item of information be made available as it is completed, rather than upon completion of all information requested.

## Background

Other than customer service, Conservice played a part in at least three activities that pertained to billing Gallery II residents for water usage:

1. Calculated the bills as shown in the calculations they did for my water bills in *HIMBC Unit 2-239.docx* in Item 10 ZIP folder
2. Emailed out the monthly rental bills to residents which in addition to the water and wastewater charges also included rent and other fees
3. Provided online accounts accessible to residents that had a record of their monthly rental bills which included their water and wastewater charges

In these questions, one of the matters I intend to distinguish is what contracts Conservice had with other companies for these services.

The Gallery II consists of 391 sq. ft. efficiency apartments and 630 sq. ft. and 694 sq. ft. one bedroom apartments.

The charges and period that the following questions apply to are my monthly water and wastewater usage charges that I was billed for on my October 2019 to May 2020 rental bills. These were the monthly bills that I contend that I was overcharged for water and wastewater usage. Roscoe managed The Gallery and Conservice calculated The Gallery II residents' water bills for every one of those months.

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### A. The water bill calculations for Gallery II residents

Background: As shown in *HIMBC Unit 2-239.docx* Conservice calculated my October 2019 to May 2020 monthly water and wastewater usage charges which are itemized as *Water 4* and *Sewage 4* in the monthly rental bills Conservice emailed us. As shown in the aforementioned document they were calculated by deducting 25% for common area charges from the monthly City of Austin water and wastewater usage billing to The Gallery II in order to calculate the Gallery II residents' overall financial responsibility for water and wastewater usage. Then the formulas in PUC Rule §24.281(e)(2)(A)(iv) were applied to allocate the charges to residents.

Questions:

A1. Who or what company or companies did Conservice have a contract with to provide this service?

A2. Did Conservice receive the monthly City of Austin water bills to the complex that they used to do these calculations directly from the City of Austin or were they forwarded to them from someone else or company?

A3. If they were forwarded to them by another person or company, who or what were they?

A4. From whom or what company did Conservice receive the monthly occupancy information (total number of occupants and total occupied space at the complex) used to calculate Gallery II residents' monthly bills?

A5. What form was this information provided to Conservice, in essence was it simply numbers provided to Conservice for total number of occupants and total occupied space or in a document or spreadsheet it could be derived from that had the monthly data of each occupied apartment in The Gallery II with the number of occupants in them and size of those occupied apartments such as found in *The Gallery – January to June 2020.xlsx* spreadsheet in Item 12 ZIP folder of the Docket?

A6. If Conservice was simply provided with monthly numbers for total number of occupants and total occupied space was any evidence provided Conservice to substantiate the accuracy of these numbers?

A7. If Conservice was not provided with any substantiating proof as to the monthly total number of occupants and total occupied space at the complex, then what exactly did Conservice calculate?

A8. Did Conservice in fact calculate the monthly water and wastewater usage charges for the different occupancy combinations at the complex, essentially how much each occupancy situation should be charged based on the occupancy information (total number of occupants and total occupied space) provided to them, in essence how much each 694 sq. ft. apartment with one occupant should be charged, each 694 sq. ft. apartment with two occupants should be charged, each 630 sq. ft. apartment with one occupant should be charged, each 630 sq. ft. apartment with two occupants should be charged, each 391 sq. ft. apartment with one occupant should be charged, each 391 sq. ft. apartment with two occupants should be charged, etc.?

A9. After Conservice did their monthly calculations for the allocation of the complex's water bills did Conservice create the full monthly rental bills for Gallery II residents that Conservice later emailed out to residents which included rent, water charges, and other fees?



A10. Did Conservice send their monthly water usage allocation calculations back to Roscoe and/or The Gallery or was it made available to Roscoe and/or The Gallery or any other people or companies to alter or edit in anyway?

A11. If so, who were the people and/or company or companies?

A12. Did Conservice include the City of Austin water billing dates with these calculations that the monthly calculations were based upon?

A13. If so, did Conservice change the water billing dates on these calculations from what the City of Austin's water billing dates were?

A14. Did Conservice check if the overall monthly amount charged to Gallery II residents exceeded residents' financial responsibility for the bills?

A15. Was it part of Conservice's contract to check that information mentioned in Question A14?

## B. Emailing out monthly rental bills to Gallery II residents

Background: Conservice emailed out the monthly rental bills to residents which included residents' water charges.

### Questions:

B1. Who or what company or companies did Conservice have a contract with to provide this service?

B2. Was it on the same contract as the one they had to calculate Gallery II residents' water bills?

B3. If Conservice did not fully prepare Gallery II residents' monthly rental bills that they emailed the residents, who or what company or companies did Conservice receive them from?

B4. Who or what company supplied the email lists to Conservice to email Gallery II residents their monthly bills?

B5. Did Conservice check to see that the amount of bills that they emailed out to Gallery II residents each month was less than or equal to the number of total occupants that they used in their calculations of The Gallery II residents' water bills for those months?

B6. Did Conservice check to see if the dates of the water and wastewater billing on the monthly rental bills matched with the dates of the City of Austin monthly water bills to the complex that they had based their calculations on?

B7. Did Conservice change the water billing date periods on these monthly rental bills?

B8. Did Conservice tally and check the total amounts billed out to Gallery II's residents monthly to ensure that they didn't exceed the Gallery II's residents' overall financial responsibility for those bills?

B9. Was it part of any contract they had to check those amounts?

C. Conservice's online accounts for Gallery II residents of residents' monthly rental bills

Background: Conservice had online accounts of Gallery II residents' monthly charges which included their monthly water charges

Questions:

C1. Who or what company or companies did Conservice have a contract with to provide this service?

C2. Was it in the same contract as either the one they had to calculate Gallery II residents' water bills or the one to email Gallery II residents their monthly bills?

C3. If so, which contract(s)?

D. Documentation requested:

D1. Copies of any contracts that Conservice had with any person(s) or company or companies between October 2019 to May 2020 to calculate the bills for Gallery II residents as shown in the calculations Conservice did for my water bills in *HIMBC Unit 2-239.docx* in Item 10 ZIP folder.

D2. Copies of any contracts that Conservice had with any person(s) or company or companies between October 2019 to May 2020 that involved emailing out the monthly rental bills to Gallery II residents, which in addition to the water and wastewater charges also included rent and other fees.

D3. Copies of any contracts that Conservice had with any person(s) or company or companies between October 2019 to May 2020 to provide online accounts accessible to Gallery II residents that had a record of their monthly rental bills which included their water and wastewater charges

D4. The total monthly amounts charged to Gallery II residents for their water and wastewater usage in the months of October 2019 to May 2020 and evidence supporting those numbers such

as a spreadsheet of those monthly charges such as found in *gl070 – 3506 Highlighted final summary – 9.4.19.xls* found in the Item 10 zip folder, copies of the monthly bills they emailed out to Gallery II residents, or copies of the monthly charges from Gallery II residents' online accounts.

D5. Any evidence Roscoe and/or The Gallery provided Conserve to substantiate the total amount of occupants and total occupied space at The Gallery II for the billing months in question.

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### **CERTIFICATE OF SERVICE**

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record on July 29, 2022 in accordance with the Order Suspending Rules filed in Project No. 50664.

/s/ Jeff Connors  
Jeff Connors  
Complainant